

Exhibit F

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

Light Field Lab,

Case No. 4:23-cv-05344

Plaintiff,

**RELEASE AND COVENANT NOT TO
SUE**

v.

Alan Jones,

Defendant.

In consideration of Light Field Lab's agreement to dismiss its declaratory judgment complaint, case number 4:23-cv-05344-YGR filed in the Northern District of California, Alan Jones ("Jones") agrees on behalf of himself and his successors, assigns, and anyone else who may claim on his behalf as follows:

1. Representations and Warranties. Alan Jones ("Jones) hereby represents and warrants that (1) he has the full right, power, and authority to enter this Release and Covenant Not to Sue, to grant the release contained herein, and to perform his obligations hereunder; (2) has entered into this Agreement without reliance upon any statement, warranty, promise, inducement, agreement or representation not contained in this Agreement of any other party hereto or any agent for Light Field Lab; (3) he expressly accepts and assumes the risk that the facts with respect to which this agreement is executed may be found hereafter to be different from the facts now believed to be true, and he acknowledges and agree that this agreement shall be and remain effective notwithstanding such difference in facts, if any and (4) he has read and understands this agreement and has entered into this agreement voluntarily and free of duress, undue influence or coercion.

2. Release. Jones on behalf of himself and his successors, assigns, and anyone who may claim on his behalf, hereby knowingly and voluntarily **releases and forever discharges** and covenants not to sue Light Field Lab for any and all charges, complaints, claims, liabilities,

1 obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,
 2 demands, costs, losses, guarantees, debts, expenses, and/or causes of action of any nature
 3 whatsoever, whether known or unknown, suspected or unsuspected, claimed or unclaimed,
 4 asserted or unasserted, fixed or contingent, accrued or unaccrued, past or present, whether based in
 5 law or equity, under U.S. federal or state law or any other law of any other jurisdiction, direct or
 6 derivative, from the beginning of time to the date of full execution of this Agreement arising out
 7 of, based upon, relating to or in connection with the Light Field Lab's 2017 Stock Incentive Plan
 8 ("Plan") (attached hereto as Exhibit A).

9 3. Covenant Not to Sue: Jones knowingly, intentionally, and voluntarily covenants and agrees
 10 he will not now or in the future bring any action in law or equity in any court, forum, or arbitration
 11 proceeding (whether by original process, counterclaim, cross-claim, third-party process,
 12 impleader, claim for indemnity or contribution, or otherwise) against Light Field Lab with respect
 13 to any claims relating to the Plan.

14 4. Scope of Release and Covenant Includes All Claims and Damages Arising Under the Plan.
 15 This Release and Covenant Not to Sue includes all causes of action, damages, costs, attorney's
 16 fees, claims, liabilities, and any other demands arising from or related to the Plan, whether in law
 17 or equity, including without limitation claims for breach of contract, detrimental reliance,
 18 promissory estoppel, due process, negligence, infliction of emotional distress, interference with
 19 contract or prospective economic advantage, invasion of privacy, personal injury, and/or any other
 20 cause of action in tort, contract, or any other theory (collectively, the "Claims") which Jones has,
 21 now or in the future.

22 5. Preservation of Employment Claims, but Not Plan Damages. This Release and Covenant
 23 Not to Sue does not include employment claims that Jones may bring for Light Field Lab's
 24 termination of his employment by ("Employment Claims). While Jones retains the right to
 25 pursue Employment Claims, he nonetheless fully releases and discharges any claim for damages
 26 arising under the Plan. Jones expressly releases any damages based in any way on the Plan as
 27 compensation in connection with his Employment Claims. In no event shall any claim brought by
 28 Jones include any damages arising from the Plan as Jones is voluntarily relinquishing any such

1 claim in this Release.

2 6. Express Waiver of Waiver Of Civil Code Section 1542 And Common Law Rules. Jones
 3 expressly waives the benefits of any statutory provision or common law rule that provides that a
 4 release and waiver of liability does not extend to causes of action of which the Jones is unaware.
 5 Accordingly, Jones and Light Field Lab knowingly and expressly waives all Plan rights and
 6 benefits afforded by Section 1542 of the Civil Code of the State of California (“Section 1542”),
 7 and any analogous rule or principle of any other jurisdiction, and do so understanding the
 8 significance of that waiver. Section 1542 provides:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
 10 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
 11 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
 12 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
 OR RELEASED PARTY.

13 7. Governing Law; Choice of Forum. All disputes and litigation between Jones and Light
 14 Field Lab arising out of or related to this Release and Covenant Not to Sue shall be governed by
 15 the laws of the State of California, without regard to its conflicts of laws principles. Any such
 16 disputes and litigation shall be litigated exclusively before a state or federal court located in Santa
 17 Clara County, California, and Jones shall not bring any litigation related to the Plan in any other
 18 forum. Jones waives any argument that the forum designated by this paragraph is not convenient.

19 8. Legal Advice Concerning This Agreement. Light Field Lab and Jones, each of them,
 20 represent and warrant that they rely solely upon their own judgment, belief, and knowledge, and
 21 upon the advice and recommendations of their own independently selected legal counsel with
 22 respect to this Agreement, and that they have not been influenced to any extent whatsoever in
 23 executing this Agreement by any of the parties hereto, or by any person representing them. The
 24 parties, and each of them, represent and warrant that they have been advised by, or had the
 25 opportunity to consult with, legal counsel of their choice with respect to this Agreement, including
 26 the waiver of Section 1542 and any similar law or statute, and that they understand and
 27 acknowledge the significance and consequence of entering into this Agreement.

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9. **Entire Agreement.** This Release and Covenant Not to Sue constitutes the sole and entire agreement between Jones and Light Field Lab with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release and Covenant Not to Sue is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release and Covenant Not to Sue or invalidate or render unenforceable such term or provision in any other jurisdiction.

10 | Dated: December ___, 2023

11 State of)
12 County of) ss.

Alan Jones

This instrument was acknowledged before me on _____, by _____

NOTARY PUBLIC FOR _____
My Commission Expires:

EXHIBIT A

PAGES INTENTIONALLY OMITTED